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11 UNITED STATES DISTRICT COURT
12 CENTRAL DISTRICT OF CALIFORNIA
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14 SPECULATIVE PRODUCT DESIGN,
15 LLC, a California Limited Liability
16 Company d/b/a SPECK PRODUCTS,

17 Plaintiff,

18 v.

19 YIFANG TSAI, an Individual d/b/a
20 TwinMore; MAX SHAW, an Individual
21 d/b/a ONSALEGOODS; and Does 1-10,
22 Inclusive,

23 Defendants.
24

Case No.: CV11-06871 MMM (JCGx)

**[PROPOSED] FINAL
JUDGMENT, INCLUDING
PERMANENT INJUNCTION,
AGAINST DEFENDANTS
YIFANG TSAI AND MAX SHAW**

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26 The Court, pursuant to the Stipulation For Entry of Final Judgment,
27 including Permanent Injunction (“Stipulation”), between Plaintiff SPECULATIVE
28 PRODUCT DESIGN, LLC (“Plaintiff”) on the one hand, and Defendants

1 YIFANG TSAI and MAX SHAW (“Defendants”), on the other, hereby ORDERS,
2 ADJUDICATES and DECREES that final judgment, including permanent
3 injunction, shall be and hereby is entered on the First Amended Complaint in the
4 above-referenced matter as follows:

5 1. **PERMANENT INJUNCTION.** Defendants and any person or entity
6 acting in concert with, or at the direction of them, including any and all agents,
7 servants, employees, partners, assignees, distributors, suppliers, resellers and any
8 others over which they may exercise control, are hereby restrained and enjoined,
9 pursuant to 15 U.S.C. §1116, from engaging in, directly or indirectly, or
10 authorizing or assisting any third party to engage in, any of the following activities
11 in the United States and throughout the world:

12 a. importing, exporting, marketing, selling, offering for sale,
13 distributing or dealing in any product or service that uses, or otherwise making any
14 use of, any of Plaintiff’s SPECK® and CANDYSHELL® trademarks and
15 copyrights, and/or any intellectual property that is confusingly or substantially
16 similar to, or that constitutes a colorable imitation of, any of Plaintiff’s SPECK®
17 and CANDYSHELL® trademarks and copyrights, whether such use is as, on, in
18 or in connection with any trademark, service mark, trade name, logo, design,
19 Internet use, website, domain name, metatags, advertising, promotions,
20 solicitations, commercial exploitation, television, web-based or any other program,
21 or any product or service, or otherwise;

22 b. performing or allowing others employed by or representing
23 them, or under their control, to perform any act or thing which is likely to injure
24 Plaintiff, any of Plaintiff’s SPECK® and CANDYSHELL® trademarks and
25 copyrights, and/or Plaintiff’s business reputation or goodwill;

26 c. engaging in any acts of federal and/or state trademark
27 infringement, false designation of origin/unfair competition/false or misleading
28 advertising, dilution, unfair business practices, unjust enrichment, federal

1 copyright infringement, common law copyright infringement, or other act which
2 would tend damage or injure Plaintiff; and/or

3 d. using any Internet domain name or website, including but not
4 limited to Amazon.com, that includes any of Plaintiff's trademarks and copyrights,
5 including the SPECK® and CANDYSHELL® marks and works.

6 2. Defendants are ordered to deliver immediately to counsel for Plaintiff
7 for destruction all unauthorized products, including counterfeit SPECK® and
8 CANDYSHELL® products and related products, labels, packages, wrappers and
9 advertisements relating thereto in their possession or under their control bearing
10 any of Plaintiff's intellectual property or any simulation, reproduction, counterfeit,
11 copy or colorable imitations thereof.

12 3. This Final Judgment shall be deemed to have been served upon
13 Defendants at the time of its execution and entry by the Court.

14 4. The Court finds there is no just reason for delay in entering this
15 Permanent Injunction, and, pursuant to Rule 54(a) of the *Federal Rules of Civil*
16 *Procedure*, the Court directs immediate entry of this Permanent Injunction against
17 Defendants.

18 5. Plaintiff is entitled to recover from Defendants the sum of One
19 Hundred Forty-Four Thousand Three Hundred Forty-Seven Dollars Fifty-Eight
20 Cents (\$144,347.58) on Plaintiff's First Amended Complaint for Damages and
21 Declaratory Relief against Defendants subject to the terms of a separate
22 Confidential Settlement Agreement by and between Plaintiff and Defendants.

23 6. **NO APPEALS AND CONTINUING JURISDICTION.** No
24 appeals shall be taken from this Final Judgment, including Permanent Injunction,
25 and the parties waive all rights to appeal. This Court expressly retains jurisdiction
26 over this matter to enforce any violation of the terms of this Final Judgment,
27 including Permanent Injunction, and the Permanent Injunction herein.

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